



PURCHASE CONTRACT

This PURCHASE CONTRACT (the "CONTRACT") is entered into and executed by and between:

PHILIPPINE AMUSEMENT AND GAMING CORPORATION (PAGCOR), a government-owned and controlled corporation created and existing by virtue of Presidential Decree 1869, as amended, with office address at the PAGCOR Executive Office, New Coast Hotel Manila, MH Del Pilar cor. Pedro Gil Streets Malate, Manila, represented in this act by its Branch Manager for Casino Filipino Bacolod, **NESTOR G. LEGASPINA**, hereinafter referred to as "**PAGCOR**";

-and-

PHILIPPINE DUPLICATORS, INC. a corporation duly organized and existing under the laws of the Republic of the Philippines with office address at G/F EPCC Bldg., Lopez Jaena St., Villamonte, Bacolod City represented in this act by its Sales Supervisor, **GERRY CHRIS L. CARRERA** duly authorized for this purpose by a Secretary's Certificate dated January 11, 2022, hereto attached as Annex "A", hereinafter referred to as the "**SUPPLIER**".

Each shall be referred to as a "**PARTY**" and collectively as the "**PARTIES**"

ANTECEDENTS:

WHEREAS, PAGCOR has a requirement for the **Lot 3 – Supply, Delivery of brand-new multi-function digital copier under ITB No. CB22-10-007BAC;**

WHEREAS, PAGCOR conducted a public bidding in accordance with Republic Act 9184 (Government Procurement Reform Act), and its 2016 Revised Implementing Rules and Regulations on October 29, 2022 for the procurement of the Project;

WHEREAS, the SUPPLIER has submitted the single calculated responsive bid for the Project;

WHEREAS, PAGCOR has accepted the bid of the **SUPPLIER**, subject to the terms and conditions hereunder stipulated;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereunder specified, **PAGCOR** and the **SUPPLIER** hereby enter into this Purchase Contract under the following terms, conditions and specifications:

Witness SUPPLIER

Witness SUPPLIER

Witness PAGCOR

NESTOR G. LEGASPINA
BM, CF-Bacolod

TERMS AND CONDITIONS

The rights and obligations of the parties are set forth as follows:

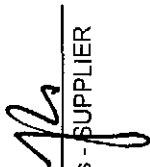
1. The **SUPPLIER** shall undertake the Lot 3 - Supply, Delivery of brand-new multi-function digital copier with the following technical specifications:

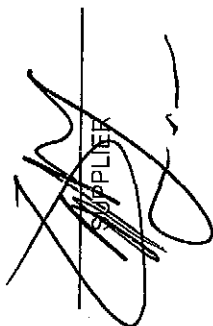
| ITEM DESCRIPTION | QTY | UOM |
|--|-----|------|
| <p>DUPLICATING MACHINE - PHOTOCOPIER Heavy Duty Multi-Function Digital Copier A3 Copying, Printing and Colored scanning Smart Operation Panel (SOP) 10 inches wide; Internet direct access Bypass Tray 100 sheets With Built in Automatic Reverse document Feeder 27 copies per minute Multiple copying up to 999 copies Print resolution 1,200 x1,200 dpi Memory at least 512MB and HDD 320 GB Zoom 25% to 400% in 1% steps Scanning Speed 110 to 180 image print per minute full color With Built in full sorter With duplex (Automatic Back-to-Back copying, printing and scanning) Maximum of 12" x24" colored printing paper size Network Printer and scanner File Format TIFF, JPEG, PDF High Compression PDF, PDF-A</p> <p>ADDITIONAL REQUIREMENTS:</p> <ul style="list-style-type: none"> • 3 Toner / Cartridge for each unit of Digital Photocopier • Winning bidder shall have one (1) year warranty for replaceable parts of Digital Copier • Winning bidder shall provide lifetime free service with regular checkup upon request of the end-user • Winning bidder shall provide free demonstration upon installation of the machines | 1 | UNIT |

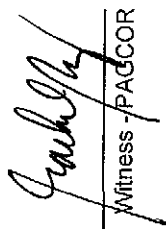
2. The total contract price shall be in the amount of **Seventy-Eight Thousand Four Hundred Pesos only (PhP78,400.00)**, VAT Exclusive, Zero-rated transaction, with breakdown as follows;

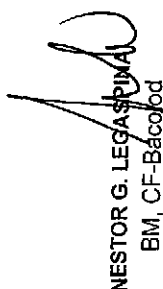
| Description | Unit Cost | Total Cost | Brand |
|--|-----------|------------|--------------------|
| 1 unit - DUPLICATING MACHINE - PHOTOCOPIER Heavy Duty Multi-Function Digital Copier | 78,400.00 | 78,400.00 | Gestetner MP2014AD |

PAGCOR and the **SUPPLIER** agree that the contract price already includes all applicable taxes, fees and charges required by the government. The


Witness - SUPPLIER

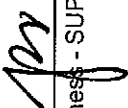

SUPPLIER


Witness - PAGCOR


NESTOR G. LEGASPI
BM, CF-Bacolod

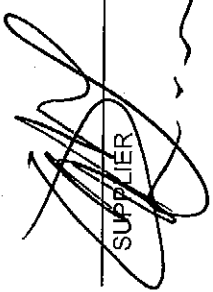
SUPPLIER holds **PAGCOR** free from liability for any or all taxes arising out of this transaction.

The prices herein agreed shall be considered as fixed prices, and therefore not subject to price adjustment and escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the Government Procurement Policy Board (GPPB) pursuant to Section 61 of Republic Act (R.A.) No. 9184 and its revised Implementing Rules and Regulations (IRR) and the Revised Guidelines for Contract Price Escalation.


Witness - SUPPLIER

- The **SUPPLIER** shall complete the supply and delivery of said item/s within Fifteen (15) calendar days from the date of receipt of the Notice to Proceed. The **SUPPLIER** shall deliver the goods at PAGCOR, Casino Filipino – Bacolod, 15th Cor Aguinaldo St., Bacolod City
- PAGCOR** shall pay the total amount of **Seventy-Eight Thousand Four Hundred Pesos only (Php 78,400.00)**, VAT Exclusive, Zero-rated transaction, based on the following schedule:


| | |
|---|---|
| 99% of the costs of the items delivered subject to PAGCOR's acceptance [Issuance of the Inspection and Acceptance Report (IAR)] in writing of the items described in the PO. | 99% equivalent of the costs of the items delivered (PhP 77,616.00) |
| 1% Retention of the items delivered to be paid after three (3) months (for expendable supplies) One (1) year (for non-expendable supplies) from the formal acceptance (issuance of the IAR), if and when no patent and latent defects are noted (issuance of a Certificate of No Patent and Latent Defects). | 1% equivalent of the costs of the items delivered (PhP 784.00) |



SUPPLIER

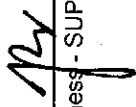
- The **SUPPLIER** shall complete the supply and delivery of goods within the time agreed by both parties. Should the **SUPPLIER** incur delay in its performance, it shall pay a penalty of one-tenth of one percent (1/10 of 1%) of the total cost of the unperformed portion for each day of delay. The maximum deduction shall be ten percent (10%) of the amount of the contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, **PAGCOR** shall have the option to rescind the contract, without prejudice to other courses of action and remedies open to it.

In case the **SUPPLIER** still fails to deliver the item after the lapse of Thirty (30) days from the supposed date of delivery, in addition to the forfeiture of the Performance Security and the penalties agreed upon, **PAGCOR** shall have the option to terminate the Contract.

- In the event that the **SUPPLIER** fails to comply with its undertakings under this Contract, **PAGCOR** shall be released from its obligations without prejudice to its rights of restitution, recovery and damages.
- In the event that facts and circumstances arise or are discovered which render this Contract disadvantageous to the Government, the parties hereto agrees to immediately re-negotiate its terms and conditions, or at the option of **PAGCOR** terminate the same.


Witness - PAGCOR


NESTOR G. LEGASPI
BM, CF-Bacolod


Witness - SUPPLIER

8. No terms or conditions of this Contract shall be deemed waived, and no breach or default excused unless such waiver shall be in writing and signed by the party affected.

9. The rights or obligations under this Contract are personal in nature and compliance thereof may not be assigned or subcontracted to another without the written consent of the other party. This Contract or any interest in it may not be assigned without the prior written consent of either party.

10. This Contract contains all the covenants and stipulations agreed upon by the parties and shall not be modified, revised or amended without written agreement by both parties.


11. This Contract constitutes the entire contract between the parties pertaining to the subject matter contained in it, and supersedes all prior and contemporaneous agreements, representations, warranties and understandings of the parties. No supplement, variation or amendment of this Contract shall be binding UNLESS executed in writing by the parties. No waiver of any of the provisions of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether similar or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding UNLESS in writing and signed by the party making the waiver.

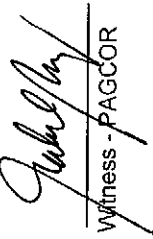
12. The relationship between the parties shall be limited to the performance of the terms and conditions of this Contract. Nothing herein shall be construed to create a general partnership/agency/employer-employee or any other relationship between the parties, or to authorize any party to bind the other except as set forth herein, or to borrow money on behalf of another party, or to use the credit of any party for any purpose other than what has been set forth herein.


13. The parties, waiving for this purpose any other venue, hereby agree that the courts of the City of Manila shall be the exclusive venue of any and all actions or suits between the parties relative to this Contract, to the exclusion of all other courts and venues. This exclusive venue provision shall apply even in cases for declaration of nullity of this Contract in its entirety or in part and in cases arising after or by reason of the declaration of nullity of this Contract in its entirety or in part.

14. The **SUPPLIER** hereby further warrants and represents that:

- a. The goods and specifications shall be described in no. 2 of this Contract.
- b. It has good title to the goods described in the Bidding Documents, full authority to sell and transfer the same and that the items are sold free and clear of all liens, encumbrances, liabilities and adverse claims, of every nature and description.
- c. It will fully defend, protect, indemnify, and hold **PAGCOR** harmless from any and all adverse claims that may be made by any party for the possession and/or the use of the goods.
- d. The defective items shall be replaced within seven (7) days upon receipt of notice. Failure to replace the defective items within the same period shall make the **SUPPLIER** liable for a penalty of one-tenth of one


SUPPLIER


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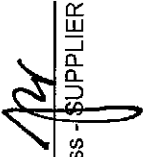
percent (1/10 of 1%) of the total cost of the undelivered and unperformed portion for each day of delay, including Sundays and Holidays.

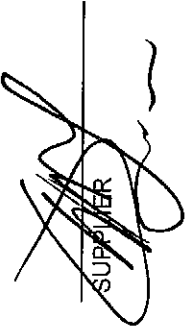
- e. **PAGCOR** accepts no liability for the damage of the goods during transit. Title to the goods will be deemed to have passed to **PAGCOR** only upon receipt and final acceptance of the Goods.
- f. It shall pay taxes in full and on time, failure to do so will entitle **PAGCOR** to suspend payment.
- g. Without prejudice to manufacturer's warranty, in order to assure that manufacturing defects shall be corrected by the **SUPPLIER**, a warranty security shall be required from the **SUPPLIER** for a minimum period of **three (3) months (for expendable supplies) or one (1) year (for non-expendable supplies)** from the date of delivery or acceptance of goods.
- h. The obligation for the warranty security shall be covered by either retention money or a special bank guarantee equivalent to at least one percent (1%) of the total contract price.
- i. The said amount shall only be released after the lapse of the **three (3) months (for expendable supplies) or one (1) year (for non-expendable supplies)** warranty period provided the goods supplied are free from patent and latent defects and all conditions imposed under the contract have been fully met.

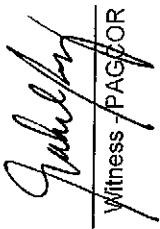
15. To guarantee the faithful performance of the **SUPPLIER** under this Contract, it shall post a Performance Security prior to the execution of the Contract, in accordance with any of the following schedule:


| Form of Performance Security | Amount of Performance Security (Not less than the required Percentage of the Total Contract Price) |
|---|---|
| (a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. | Five Percent (5%) Three Thousand Nine Hundred Twenty Pesos (Php 3,920.00) |
| (b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. | |
| (c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security specific to the contract awarded. | Thirty Percent (30%) Twenty-Three Thousand Five Hundred Twenty Pesos (Php 23,520.00.00) |

The Performance Security shall remain valid during the entire contract duration and shall be released only after the issuance of the Certificate of


Witness - SUPPLIER


SUPPLIER


Witness - PAGCOR


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BM, CF-Bacolod

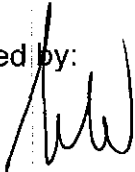
Final Acceptance (issuance of the IAR); Provided that **PAGCOR** has no claims filed against the contract awardee or the surety or insurance company and it has no claims for labor and materials filed against the contractor.

IN WITNESS WHEREOF, the parties have signed these presents on this 28th day of December 2022 at Bacolod City.

**PHILIPPINE AMUSEMENT AND
GAMING CORPORATION**
TIN: 033-000-887-972

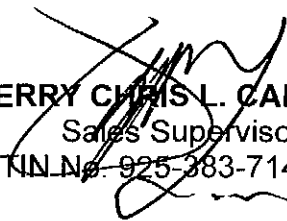
PHILIPPINES DUPLICATORS, INC.
TIN: 000-412-893-018

Represented by:



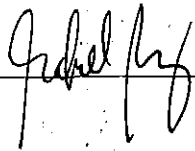
NESTOR G. LEGASPINGA
Branch Manager
TIN No. 102-007-314

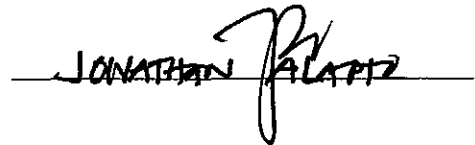
Represented by:



GERRY CHRIS L. CARRERA
Sales Supervisor
TIN No. 925-383-714-000

Signed in the presence of:






ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

BEFORE ME, a Notary Public for and in City of Bacolod, Philippines, this
DEC 28 2022 day of _____ 2022, personally appeared:

NAME 

ID ISSUED AT/ON


NESTOR G. LEGASPINA

Unified Multi-Purpose ID
CRN-011-8315568-0

known to me and known to be the same person who executed the foregoing instrument consisting of Eight (8) pages, including the page wherein the acknowledgments are written and acknowledged before me that the same is his free and voluntary act and deed that of the Corporation/Sole Proprietorship he/she represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

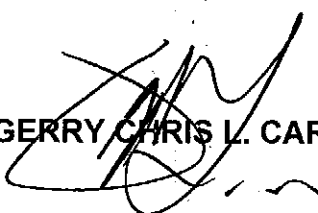
Doc No. 274;
Page No. 15;
Book No. 61;
Series of 2022.
MCLE Compliance No. _____


ATTY. MARYGOLD G. LEMONCITO
Notary Public
for the Cities of Bacolod & Talisay and the Mun. of Murcia &
Don Salvador Benedicto, Negros Occidental Occ.
NPN 0101-22 valid until Dec. 31, 2022
PTR OR No. 8991149 02/24/2022 Bacolod City
MCLE Compliance VII No. 0015162 until 04/14/2025
IBP Lifetime Member No. 12053
Roll of Attorney No. 41000
JR Torres Subd, Brgy. Singang-Airport, Bacolod City
Tel No. (0947)5059177

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.


BEFORE ME, a Notary Public for and in City of Bacolod, Philippines, this
DEC 28 2022 day of _____ 2022, personally appeared:

| | |
|---|---|
| NAME | ID ISSUED AT/ON |
|  GERRY CHRIS L. CARRERA | TAX IDENTIFICATION NUMBER TIN No.: 925-383-714-000 |

known to me and known to be the same person who executed the foregoing instrument consisting of Eight (8) pages, including the page wherein the acknowledgments are written and acknowledged before me that the same is his free and voluntary act and deed that of the Corporation/Sole Proprietorship he/she represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

Doc No. 275;
Page No. 85;
Book No. 01;
Series of 2022.
MCLE Compliance No. _____


ATTY. MARYGOLD G. LEMONCITO
 Notary Public
 for the Cities of Bacolod & Talisay and the Mun. of Murcia &
 Don Salvador Benedicto, Negros Occidental Occ.
 NR# 0101-22 valid until Dec. 31, 2022
 PTR OR No. 8991149 02/24/2022 Bacolod City
 MCLE Compliance VII No. 0015162 until 04/14/2025
 IBP Lifetime Member No. 12053
 Roll of Attorney No. 41008
 JR Torres Subd, Brgy. Singang-Airport, Bacolod City
 Tel No. (0347)5059177